



Invitation for Bid

**World Sales Office
Term Sale**

**Sale Number
39-0004**

Lead Acid Batteries, Scrap

Bid Opening Date and Time

June 8, 2010; 3:00 PM Kuwait Standard Time
8:00 AM USA Eastern Daylight Time

Inspection Period:
None

Article B15 addresses
pre-payment deposit
requirements.

April 27, 2010

Department of Defense
Defense Reutilization and Marketing Service
World Sales Office

Invitation For Bid
Sale Number
39-0004

Bid Opening Date
June 8, 2010; 3:00 PM Kuwait Standard Time
8:00 AM USA Eastern Daylight Time
Battle Creek, Michigan USA

Bids will be accepted until opening date and time set for Bid opening.
Bids and all required documentation received after the bid opening date
may be determined late and not considered.

The bid acceptance period must be at least 10 days from the bid opening
or the bid will be considered nonresponsive.

Mail bids to:
SCO, Defense Reutilization and Marketing Service
Bid Room, World Sales Office
74 Washington Ave. N
Battle Creek, MI 49037-3092 USA
or
Fax bids to:
U.S.A. (001)(269)-961-7568
or
Place bids electronically at:
<http://www.drms.dla.mil>
or
email scanned bids to:
don.zimmerman@dla.mil

Sales Contracting Officer (SCO) for this sale is:
Don Zimmerman, (001) (269) 961-7593

USA Office Hours: 7:30 a.m. to 3:30 p.m. EDT

Payments

All payments must be made in guaranteed instrument payable in
U.S. dollars to the Treasurer of the United States.

For additional information refer to the payment article in the Conditions of Sale in this catalog.

Credit cards accepted: VISA, Discover, MasterCard and American Express

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Property Location Index

CAMP ARIFJAN AND OTHER SITES AS DESIGNATED WITHIN KUWAIT
ITEMS 1 THRU 2

Item Description Index

Description	Item Number
Batteries, Lead Acid, Scrap:	1
Reserved:	2

Contract Periods

ITEMS	CONTRACT PERIODS
1-2	01 JUL 10 - 30 JUN 12

The property listed herein has been determined to be foreign excess personal property as defined by the Federal Property and Administration Services Act of 1949, as amended.

List of Sale Items

ITEMS 1 THRU 2 ARE LOCATED AT CAMP ARIFJAN AND OTHER SITES AS DESIGNATED WITHIN KUWAIT

KC: Illicit Acts.
 LD: Hazardous Property.
 MD: Partial Removal.
 PC: Failure to Perform.
 PD: Failure to Remove.
 PE: Title.
 PF: Termination.

1. Batteries, Lead Acid, Scrap:

Including various types and sizes of vehicular, material handling equipment and storage batteries, drained and undrained, sealed and unsealed.

Batteries may be encased in metal or plastic housings, which are included in the weight and sale.

A pre-award survey applies. Purchaser facilities will be inspected and must be approved by the US Government prior to award.

Due to fluctuations in security levels, additional security requirements may be imposed on the purchaser to gain access to military installation at different times during the contract.

This is a two year contract.

MULTIPLE AWARDS:

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the military units in Kuwait regardless of the contingencies that individual contractors may experience.

Accordingly, the number of contracts DRMS will award for this item is not pre-determined. DRMS may award one or several contracts for this item, and it may award to only the highest priced offers or it may award to every responsive, responsible bidder who submits a bid to the U.S. Government it determines to be reasonable.

The U.S. Government's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders.

DEMIL CODE A

Outside -DRMO Arifjan Yard
 Scrap -

MINIMUM QUANTITY 20,000 KILOGRAMS
 MAXIMUM QUANTITY 5,000,000 KILOGRAMS

THE FOLLOWING ARTICLES APPLY:

PART 07-C: Transporting Hazardous Materials.
 PART 07-R: Disposition and Use of Hazardous Property.
 PART 07-S: Government's Right of Surveillance.
 PART 07-T: Right of Refusal for Hazardous Property.
 PART 07-U: Record Maintenance.
 PART 07-Y: Government's Right to Make Contingent Awards.
 PART 08-A: Taxes and Duties.
 PART 08-B: Importation Restrictions.
 PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc.
 PART 08-E: Representation of NonCollusion.
 PART 08-F: Import Certificate and Delivery Verification (IC/DV).
 PART 08-G: Disposition and Use of Property.
 PART 08-H: Special Waste Notice.
 PART 08-I: Transporting Dangerous Goods.
 PART 08-J: Liability and Insurance.
 B15: Prepayment & Payments on Term Contracts.
 B27: Hold Harmless Conditions.

PRE-AWARD SURVEY APPLIES. SEE ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS PAGE.

STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

2. Reserved:

Additional General Information and Instructions (DRMS Form 82-3 May 89 EF)

See DRMS pamphlet, *Sale by Reference, March 1994*, for General Information and Instructions 1 thru 17.

- 18. Submission of Bids.** Bids must be in the possession of the Sales Contracting Officer by the hour (exact time) specified for the bid opening. Bids must be submitted on the forms provided in this Invitation. Forms must be typewritten or prepared in ink or indelible pencil, and signed by the person submitting the bid. Envelopes containing the bids must be sealed and identified by the name and address of the bidder, the number of the sale, and the date and hour of the bid opening. (See following format.)

NAME _____		POSTAGE REQUIRED
ADDRESS _____		
CITY _____	COUNTRY _____	
SCO, DEFENSE REUTILIZATION AND MARKETING SERVICE BID ROOM, WORLD SALES OFFICE 74 WASHINGTON AVE. N BATTLE CREEK, MI 49037-3092		
SALE NUMBER: 39-0004 BID OPENING DATE: June 8, 2010; 3:00 PM Kuwait Standard Time; 8:00 AM USA Eastern Daylight Time BIDDER IDENTIFICATION NUMBER: 300-FILL-IN-YOUR-NUMBER		

19. Bids may be submitted via:

- A. U.S. Mail—Users of the U.S. Postal Service (including USPS Express Mail)
- B. Express Mail/Hand Carried Bids—Users of Express Mail Services and hand carried bids.
- C. Electronic Method—Instructions for on-line bidding at <http://www.drms.dla.mil>
- D. Telegraphic Methods (Telegram/Mailgram/Facsimile)—Bids submitted by telegraphic means must be specific and must include the following information:
 - Name and title of sender, Complete firm name (if corporation),
 - Complete address and telephone number,
 - Invitation For Bid Number,
 - Item Number(s) bid on,
 - Unit price and total price,
 - INCLUDE the following statement:
 - "I agree to be bound by all the terms and conditions of this Invitation for Bid".

Bidder's Signature

20. Telephonic bids will not be accepted on this sale.

21. All bids must be addressed and mailed or hand delivered to:

SCO, Defense Reutilization and Marketing Service
 Bid Room, World Sales Office
 74 Washington Ave. N
 Battle Creek, MI 49037-3092
 Facsimile Number: (001)(269) 961-7568

22. All payments must be addressed and mailed or delivered to:

Defense Reutilization and Marketing Service
 ATTN: Cashier
 74 Washington Ave. N
 Battle Creek, MI 49037-3092
 Facsimile Number: (001)(269) 961-7314

- 23. Facsimile Notification Of Award:** The bidder may request facsimile notification or award by checking the appropriated block on the Item Bid Page. When requested by the bidder, facsimile notification will be sent simultaneously with the mailing of the contract and will include the contract number and item(s) awarded.

- 24. Disposal Notification to All Purchasers and Sub-Purchasers:** The use, disposition, export and reexport of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 CFR 2751 et seq.); the Export Administration Act of 1979 (560 U.S.C. App. 2401 et seq.); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.) which among other things, prohibits:
- a. The making of false statements and concealment of any material information regarding the use or disposition, export or reexport of the property, and
 - b. Any use or disposition, export or reexport of the property which is not authorized in accordance with the provisions of this agreement.
- Before any export or reexport of this property is attempted, contact the Office of Defense Trade Controls, Department of State and the Bureau of Export Administration, Department of Commerce for export licensing requirements.

ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS - SEALED BID - CONTINUED

25. PRE-AWARD SURVEY.

DRMS may conduct a Pre-Award Survey of the high responsive bidder to ensure that the firm has the experience, organization and technical qualifications to handle hazardous property in a manner that complies with the terms and conditions of the proposed contract and with all applicable federal, state and local laws, regulations and ordinances.

26. STATEMENT OF INTENT.

The Statement of Intent must be completed and submitted with bids on these items.

Inspection Dates and Times

No Inspection Allowed.

Conditions of Sale (DRMS Form 83 Jan 98 Computer Generated)

The General Information and Instructions and General and Special Conditions of Sale are hereby incorporated by reference and become a part of this Invitation for Bids and any contract resulting from acceptance of bid submitted pursuant to this Invitation for Bids as fully as though such Instructions, Term and Conditions had been specifically set forth herein. The Instructions, Term and Conditions are contained in Defense Reutilization and Marketing Service pamphlet entitled *Sale by Reference - Instructions, Terms and Conditions Applicable to Department of Defense Personal Property Offered for sale by Defense Reutilization and Marketing Service dated March 1994*, and may be obtained from the DRMS Web site, www.drms.dla.mil or upon request from the Defense Logistics Information Service Freedom of Information Office. Their address is DLIS/VSM, 74 Washington Avenue N, Suite 7, Battle Creek, MI 49037-3084.

The specific Instructions, Terms and Conditions applicable to this sale are as follows:

DRMS pamphlet *Sale by Reference, March 1994*:

- Part 1: **General Information and Instructions** (DRMS Form 81, Oct 93): Complete except: Paragraph 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser; Delete paragraph 3.
- Part 2: **General Sale Terms and Conditions** (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All Conditions except Condition 30.
- Part 4: **Special Sealed Bid Term Conditions** (Standard Form 114C-2, Jan. 70 ed). Articles B, C, D, F, and G only.
- Part 6: **Additional Special Circumstance Conditions - Demilitarization and Mutilation** (DRMS Form 95, Oct 93). As specified in item description.
- Part 7: **Additional Special Circumstance Conditions - Hazardous and Dangerous Property** (DRMS Form 98, Oct 93). As specified in item description.
- Part 8: **Additional Special Circumstance Conditions - Foreign Excess Personal Property** (DRMS Form 94, Oct 93). As specified in item description.

In addition to the above, the following is also incorporated as part of this sale:

CONDITIONS OF SALE - SEALED BID - CONTINUED**Articles****Article B15: Pre-payment And Payments On Term Contracts**

(a) A pre-payment of 80% of the total price estimated for a 1 year generation is required **within 7 days after award of the contract**. For purposes of this contract, the estimated annual generation will be the minimum quantity offered for each item. No property will be released to the purchaser or his duly authorized agent before pre-payment has been received by the Sale's Contracting Officer. The Pre-payment submitted by the Purchaser will be retained by the U.S. Government and applied against the last delivery effected under the contract.

(b) All payments, including those for storage charges, liquidated damages and interest must be in U.S. currency. Acceptable payments may be made by Electronic Funds Transfer (EFT), cashier's check, certified check, traveler's check, bank draft, money order or credit card (Master Card, Visa, Discover Card, American Express). When a credit card is used as payment, the credit card number, the name as printed on the credit card, and the expiration date must be provided (see Credit Card Payment form in this IFB). If more than one credit card is used, the bidder must identify the exact monetary amount to be applied against each credit card.

ARTICLE B27: HOLD HARMLESS CONDITION.

The purchaser shall hold and save the U.S. Government and its personnel free and harmless from liability of any nature or kind occasioned by operations of the purchaser on U.S. Government premises.

ARTICLE KC: ILLICIT ACTS.

During the performance of the contract awarded, the purchaser agrees to assume full responsibility for any illicit act committed by his assigned agents and/or employees while such personnel are within the confines of the U.S. military installation or any area involved in the performance of such contract. For the purpose of this condition of sale, illicit acts include, but are not limited to, commission of fraud, theft, bribery, receiving stolen property, and any other alleged offense not specifically indicated. Therefore, the purchaser agrees to ensure complete supervision over such personnel who are engaged in the performance of any contract awarded. Violation of above requirement by the purchaser and/or agents may result in temporary suspension or permanent debarment of the contractor.

ARTICLE LD: HAZARDOUS PROPERTY.

The Government cautions that the subject item, material, or substance, or one or more components, parts, constituents or ingredients thereof may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties. The Government assumes no liability for any damage to the property of the Purchaser, to the property of any other person, or to public property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees, or any other person subject to Purchaser's control, or to any other person including members of the general public, or for any other consequential damages arising from or incident to the purchase, use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to hold harmless and indemnify the Government for any and all costs and expenses incurred incident to any claim, suit, demand, judgment, action, debt, liability costs and attorney's fees or any other request for monies or any other type of relief arising from or incident to the purchase, use, processing, disposition, subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

Lead acid batteries may be regulated under Kuwaiti law as special, solid, or hazardous waste requiring special handling. Purchasers assume full responsibility for determining and complying with requirements imposed by all applicable laws and regulations. In addition to any other requirements imposed by law or regulation, the purchaser will be responsible for preparing all necessary documentation for recycling within Kuwait, or outside Kuwait (i.e., internationally). Any export documents, or those requiring a generator declaration shall be to the Sales Contracting Officer for completing and signing the responsible declaration. All costs associated with obtaining the necessary permits or approvals will be borne by the purchaser. No lead acid batteries will be released without a manifest.

Container labeling will be in both English and Arabic languages.

DRMS is committed to protecting the environment. It is the responsibility of this agency, as well as you, our buyers, to ensure that the sale of hazardous property, and the ultimate end use of that property, is performed in an environmentally compliant manner. As such, prior to the award of any hazardous item, each high bidders premises may be subject to an on-site inspection by a Government representative.

ARTICLE MD: PARTIAL REMOVAL.

If the purchaser effects partial removal and fails to remove the remainder of the item within the specified time for removal, a Notice of Default will be furnished the Purchaser in accordance with Condition No. 9 of the General Sale Terms and Conditions entitled "Default", Standard Form 114C, provided, however, that no portion of the purchaser price will be refunded to the Purchaser for any item from which any part or component has been removed.

ARTICLE PC: FAILURE TO PERFORM.

Notwithstanding the provisions of Condition F of Part 4, Special Sealed Bid Term Conditions of the DRMS pamphlet "Sale by Reference", March 1994, entitled "Failure to Perform", the U.S. Government shall be entitled to retain or collect as liquidated damages a sum equal to 20% of the contract price for the quantity estimated to be generated within a 60-day period.

ARTICLE PD: FAILURE TO REMOVE.

In addition to the rights and remedies provided by Condition No. 9 of Part 2, General Sale Terms and Conditions of the DRMS pamphlet "Sale by Reference", March 1994, entitled "Default", if the Purchaser, after notification in accordance with the terms of the contract, fails to effect removal of the property being sold herein, the U.S. Government may, at its option and without further notice to the Purchaser, dispose of such of property as it may endanger the public health or safety or constitutes a nuisance. The Purchaser shall be responsible for all costs incurred by the U.S. Government for such disposal.

ARTICLE PE: TITLE.

As provided in Condition No. 7, Part 2 of DRMS pamphlet "Sale by Reference, March 1994", title to the property sold hereunder will be vested in the Purchaser, as and when, removal is effected. No right, title, or interest in or to any of the property offered for sale here under shall be vested in the Purchaser prior to its removal. Notwithstanding Condition No. 14, Part 2 of DRMS pamphlet "Sale by Reference, March 1994", the U.S. Government shall not be responsible for the destruction or withdrawal of the property for use by the U.S. Government or its authorized designee while the property remains in the possession of the U.S. Government.

ARTICLE PF: TERMINATION.

Notwithstanding the provisions of Condition E of Part 4, Sale of U.S. Government Property Special Sealed Bid-Term Conditions (Standard Form 114C-2, Jan 70) of DRMS pamphlet "Sale by Reference", March 1994, this contract may be terminated by either party without cost to the U.S. Government upon 60 days written notice to the other, to be calculated from the date the notice is mailed. The U.S. Government may or may not require additional removals during this time frame.

(See DRMS pamphlet, "Sale By Reference, March 1994", Part 2, Condition No. 8, Standard Form 114C)

Property must be removed by: TERM

I - Government will load
 (a) Rail (b) Truck or Trailer

II - Government will load - Open top conveyance only
 (a) Rail (b) Truck or Trailer

III - Purchaser must load (no government assistance)
 (a) Rail facilities available adjacent to property
 (b) Rail facilities available on the installation but remote from property
 (c) No rail facilities available

IV - Other

ITEMS	LOCATION	LOADING LEGEND
1-2	CAMP ARIFJAN AND OTHER SITES AS DESIGNATED WITHIN KUWAIT	IV -Other loading options

LOADING HOURS: 7:30 A.M. TO 3:00 P.M. LOCAL TIME

ITEMS: 1-2

U.S. Government will load. Pallets included in sale, but not the weight. A pallet weight deduction will be applied at removal. Removals expected up to 6 days a week.

Sale of Government Property

Item Bid and Award Page

Address your bid to: Defense Reutilization and Marketing Service Bid Room, World Sales Office 74 Washington Ave. N Battle Creek, MI 49037-3092 Sale No: 39-0001	Bids will be opened at: Defense Reutilization and Marketing Service DRMS-J-362, World Sales Office 74 Washington Ave. N Battle Creek, MI 49037 Date: DECEMBER 3, 2009; 4:00PM Kuwait Standard Time
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Bids will be publicly opened on the date and time specified, subject to:

1. TERMS AND CONDITIONS
 - ☒ General Sale Terms and Conditions, SF 114C, Jun. 86 ed.; and Special Sealed Bid Conditions, SF 114C-1, Jan. 1970 ed
 - ☒ Terms/conditions incorporated herein by reference;
 - ☒ Special terms/conditions incorporated into the Invitation for Bid;
2. PAYMENT REQUIREMENTS
 - ☒ Bidder is required to pay for any or all of the items listed on the Item Bid Page(s) at the price bid for each item, in accordance with Articles B15 & B17.

BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within _____ calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days) to pay for and remove the property. The total amount is \$ _____.

THE BIDDER (Check appropriate boxes)

1. ☐ has, ☐ has not, inspected the property on which the bid is submitted.
- 2a. ☐ is, ☐ is not, an individual or a small business. (See CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.)
- 2b. ☐ 25 employees or less; ☐ 100 employees or less

Complete the following only if the total amount of the bid(s) exceeds \$25,000.

- 3a. ☐ has, ☐ has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and
- 3b. ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting officer, (For interpretation of the representation, including the term "bona fide employee", see CFR, TITLE 41, SUBPART 101-45.3.)

Name and address of bidder (Address and Country) (type or print) - (MUST be the same as on envelope) Telephone number: Bidder identification no. (If applicable) 300 _____	Signature of person authorized to sign this bid	
	Signers name and title (type or print)	Date of bid

Acceptance by the Government (This section for Government use only)

Accepted as to item(s) numbered (For acceptance information see DRMS Form 1427 attached)	United States of America By: (Contracting Officer)	Date of Acceptance
Total Amount	Contract Number(s)	Name and Title of Contracting Officer

Sale of Government Property Item Bid Page

Enter a price per kilogram in the "Price Per Kilogram" column and extend the total to the "Total Price Bid" column.

Your bid price per Kilogram.

Bid price is in U.S. dollars.

Item Number	Price Per Kilogram	Multiplied By	Total Price Bid
1		300,000 Kilograms	

☐ Bidder may request facsimile notification of award by checking this block. Your facsimile number is: _____

Bid number: (To be filled in by sales office)		Name of bidder and identification number, if applicable (type or print)
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Credit Card Information

Please Note

Credit Card authorization must be received before pick up of property will be allowed.

Fraudulent use of credit cards will result in your being recommended for debarment from the DRMS sales program.

If a credit card is to be used as a payment, complete the following information and return this sheet with your bid, or AFTER AWARD, facsimile this completed page to (001) (269) 961-7314.

(Please type or legibly print information)

First Name: _____ Last Name: _____

Company Name: _____

Card Holder Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ - _____

Master Card ()

Visa ()

Discover ()

American Express ()

Credit Card Number: _____

Expiration Date: Month _____ Year _____

I (we) authorize the sales contracting officer to obtain payment by credit card for any items I am (we are) awarded on this sale.

Contract Number: _____

Authorized Signature

Date

Statement of Intent for Foreign Excess Personal Property

NOTE: The bidder has a duty to demonstrate environmental responsibility to qualify for an award of hazardous property. The DRMS Sales Contracting Officer may use the bidder's failure to provide complete or accurate information on this basis to deny the award.

1. **BIDDER INFORMATION.** If bidder is agent, check here. ☐
 - a. Name and phone number of principal _____
 - b. Principal's address _____
 - c. Please list other business or names used by the principal bidder _____
 - d. Nature of Business
☐ (1) Transporter
☐ (2) Treatment, storage and/or disposal facility
☐ (3) Broker/Marketer
☐ (4) Other (specify) _____
 - e. Indicate all relevant training and experience related to the use and storage of hazardous property. _____
2. **TRANSPORTATION AND DESTINATION INFORMATION.** Bidder must indicate the item number(s) for which the information in this section applies: _____
 - a. Transporter's name and address _____
 - * (1) Transporter's License/Permit/ID No.: _____
 - (2) Type(s) of activity transporter is licensed/permitted for _____
 - b. Destination of property:
 - (1) Name, address and phone number at destination. _____
 - (2) Nature of business of firm/individual at intended destination: _____
 - (a) Does principal own the storage facility? Yes ☐ No ☐
If the storage facility is not owned by the principal, indicate who the owner is and the relationship between principal and owner. _____
If the storage facility is rented, does the lease specifically include the storage of hazardous property?
Yes ☐ No ☐
If yes, enclose a copy of lease agreement.
 - (b) Indicate the name, address, telephone and Fax number for the local environmental regulatory agency and/or the fire department that have jurisdiction over the facility where the property will be stored.

 - * (5) For each item that is bid upon that has different transportation and/or destination information than what is listed in Section 2 above, bidder must provide the item number and appropriate transportation and/or destination information in the space provided below or on additional paper attached to this form. _____

Statement of Intent (continued)**3. COMPLIANCE HISTORY.**

- a. Has any principal and/or related parties ever been accused or convicted of a local natural or international environmental violation? _____

☐ Yes ☐ No

- b. If so what was the relationship of the defendant? _____

☐ Purchaser ☐ Transporter ☐ Ultimate recipient

- c. Explain the circumstances surrounding the accusation/violation. _____

- d. List all environmental regulatory agencies and/or municipalities that have inspected the facility/business and the storage facility used to store the property during the past two years. Include the name of the inspectors, and the name, address and phone numbers of each agency or municipality. _____

4. SPECIFIC USAGE. (insert item number(s) as appropriate and complete both a and b if applicable)

- a. As purchaser, I will:

☐ (1) Resell item(s) _____ in form received.

☐ (2) Re-refine/reprocess item(s) _____

☐ (3) Use item(s) _____ as fuel supplement.

☐ (4) Scrap item(s) _____ for recovery of contents.

☐ (5) Use as intended (specify item and use) _____

☐ (6) Other (specify item and use) _____

- b. If resold, list all customers and provide all information requested in sections two thru four above for each customer. Use additional paper if necessary and attach to this form. _____

5. ACKNOWLEDGMENTS.

- a. Bidder acknowledges the responsibility to comply with ALL applicable federal/state/local laws, ordinances, and regulations with respect to processing, storing or using the material 29 CFR OSHA, transporting, handling 49 CFR and disposal of items with respect to the environment, specifically 40 CFR Part 260 et seq.

- b. Bidder acknowledges that no false statements have been made or any information concealed regarding the business, disposition of the property, or compliance history.

- c. Bidder acknowledges that sanctions may be imposed against any persons who knowingly/unknowingly violates any law relative to environmental protection, illegal transportation or storage/safety requirements/regulations or who knowingly falsifies or conceals information regarding the business, disposition, violation or use of the property and may include the denial of any future participation in the DoD Surplus Sales Program.

- d. Bidder acknowledges that the information provided in this statement will be considered a part of the bid under the IFB, and a part of the contract of sale if the bid is accepted by the United States of America.

6. **CERTIFICATION.** I CERTIFY THAT ALL OF THE INFORMATION GIVEN IN THIS STATEMENT IS TRUE AND CORRECT, AND THAT I HAVE NOT KNOWINGLY OMITTED ANY ADDITIONAL INFORMATION WHICH IS INCONSISTENT WITH THIS STATEMENT. I UNDERSTAND THAT THIS STATEMENT IS INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT OF SALE WITH THE U.S. GOVERNMENT. PRIOR TO EFFECTING ANY CHANGE OF FACT OR INTENTION FROM THAT STATED HEREIN OR IN ANY PRIOR AMENDMENT, WHETHER OCCURRING BEFORE OR AFTER THE RELEASE OF PROPERTY UNDER CONTRACT, I WILL SUBMIT A WRITTEN REQUEST FOR AMENDMENT OF THIS STATEMENT TO THE DRMS SALES CONTRACTING OFFICER. I AGREE THAT I WILL NOT EFFECT SUCH CHANGES WITHOUT FIRST RECEIVING THE WRITTEN APPROVAL OF THE DRMS SALES CONTRACTING OFFICER.

(Date of signing)

Sign in ink (Signature of Official Bidder)

(Print or type name of bidder)